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No.
 Date JUN 10 1977
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ICC Washington, D. C.



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June 1, 1977

Hon. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

8797-A, B, C, D

JUN 10 1977-1 PM

INTERSTATE COMMERCE COMMISSION

RE: Lease Agreement dated as of April 4, 1977, filed
with the ICC on April 27, 1977 at 12:45 p.m. and assigned
recordation number 8797.

Dear Sir:

Enclosed for filing with and recording by the Interstate
Commerce Commission are six (6) counterparts each of
Equipment Schedules No. 3, 4, 5 and 6 to the above reference
Lease Agreement dated as of April 4, 1977, between SSI Rail
Corp., Two Embarcadero Center, San Francisco, California,
94111, Lessor, and Alabama State Docks Department, an Agency
of the State of Alabama, Doing Business As Terminal Railway,
Alabama State Docks, P. O. Box 1588, Mobile, Alabama, 36601,
Lessee. The Lease Agreement covered 200 50'6", 70-ton
capacity, general service, single-sheath boxcars, numbered
TASD 77001 through 77200, inclusive.

Equipment Schedules No. 3, 4, 5 and 6 each cover 100 50'6",
70-ton capacity, general purpose, single sheath boxcars.
The equipment on Equipment Schedule No. 3 is numbered TASD
77201 through TASD 77300, inclusive. Equipment Schedules
No. 4, 5 and 6 cover equipment numbered TASD 78001 through
TASD 78100, inclusive, TASD 78101 through TASD 78200,
inclusive, and TASD 78201 through TASD 78300, inclusive,
respectively. The identifying marks on such equipment will
be: "Owned by a Bank or Trust Company under a Security
Agreement filed under the Interstate Commerce Act, Section
20c," printed on each side of each unit of equipment.

Please file and record the Equipment Schedules No. 3, 4, 5
and 6 referred to in this letter, assigning said documents
recordation numbers 8797-A, B, C and D, respectively.

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Also enclosed is this Company's check in the sum of \$40.00, payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing four documents.

Please return all copies of the enclosed counterparts not required by the ICC with recordation data stamped thereon to the representative of the office of Sullivan and Worcester, Attorneys at Law, Washington, D. C., who will be delivering this letter on our behalf.

Very truly yours,



Martin D. Goodman
Secretary

MDG:md
Enc.

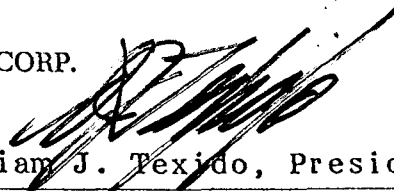
EQUIPMENT SCHEDULE No. 4

Terminal Railway, Alabama State Docks

SSI Rail Corp. hereby leases the following Boxcars to pur-
 suant to that certain Lease Agreement dated as of ... April 4, 1977.


A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	70 ton, 50'6" inside length, plate C with nailable steel floors, 10' wide door opening, sliding type doors, with end of car cushioning, single sheath box car	TASD 78001- 78100				8797-8	100

SSI RAIL CORP.


 William J. Texido, President
 (TITLE)

DATE: May 31, 1977

Terminal Railway, Alabama State Docks

BY: TITLE: 

DATE: 5/28/77

STATE OF ALABAMA
COUNTY OF MOBILE

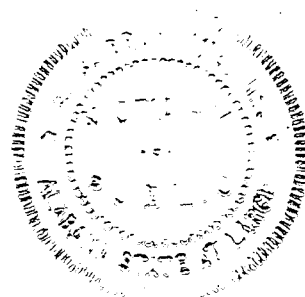
I, the undersigned authority, a Notary Public, in and
for said state and county, hereby certify that _____

E. B. Brown
whose name is signed to the foregoing instrument and who is
known to me, acknowledged before me on this day that being
informed of the contents of the instrument, he/~~she~~ executed
the same voluntarily on the day the same bears date.

Given under my hand and seal this the 23 day of
May, 19 77

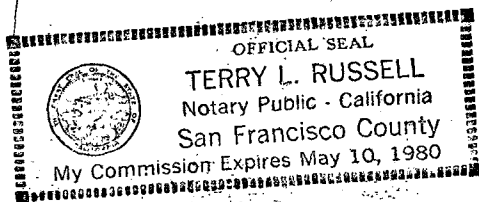
E. B. Brown
NOTARY PUBLIC

My Commission Expires: My Commission Expires April 3, 1978



STATE OF California.....
COUNTY OF San Francisco }

On this 31st day of May, 1977., before me personally appeared W. J. Texido.,
to me personally known, who being by me duly sworn says that such person is President..... of
SSI Rail Corp......, that the foregoing Lease Agreement and Equipment Schedule No.
4..... was signed on behalf of said corporation by authority of its board of directors, and such
person acknowledged that the execution of the foregoing instrument was the free act and deed of
said corporation.



Terry L. Russell
Notary Public